INVITATION TO BID	0 100	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		APR 28, 2010	10:00 AM
DIVISION OF ADMINISTRATION			
OFFICE OF STATE PURCHASING		PURCHASING AGENCY NO. :	107001
====> VENDOR NO. :		SEE NO. 8 BELOW. RET	FURN BID TO
VENDOR NAME AND ADDRESS		2239136 04/28/10	R52426R
====>		OFFICE OF STATE PURCHAS OFFICE OF STATE PURCHAS POST OFFICE BOX 94095 BATON ROUGE, LA 70804-909	ING ING 95
FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII		BUYER PHONE : (22 DATE ISSUED : 04 REQ. AGENCY : 35 DHH-OFFICE FOR AI AGENCY REQ. NO. : ISIS REQ. NO. : 13 VENDOR PHONE : FISCAL YEAR : 11 CLASS/SUBCLASS : 99 SCHEDULED BEGIN DATE : 00	046
SECURITY GUARD SERVICES FOR ADDICTIVE			
DISORDERS REGION VIII OAD DRUG COURT			
1. PLEASE REMOVE FROM THIS COMMODITY CODE. 2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIP 3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE 5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL	Y (30) DAYS. CASH DISC ILL NOT BE CONSIDERE TS, CASH DISCOUNTS V D,OTHER,	D IN /ILL BE ACCEPTED AND TAKEN F REQUIRED.	
INSTRUCTION	IS TO BIDDERS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER.	ERASURES OR OTHER F DR AS OTHERWISE PRO WITHIN 30 DAYS AFTER	/IDED. BIDS CONTAINING "PAYMENT IN AI	FOLD HERE>
AMOUNT OF BID BOND REQUIRED: N/A AMOUNT OF PERFORMANCE BOND, IF REQUIRED.		% OF BID.	
DESIRED DELIVERY: 008WEEKS ARO TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOUTH BID, ALL BIDS AND ADDENDA SHOUTH BID, ALL BIDS AND ADDENDA SHOUTH B			ED WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPEC 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STAP PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD	TE OF LOUISIANA INCLU	DING BUT NOT LIMITED TO L.R.S. 39:1551-	•
IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WI SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOU BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF	UT COLLUSION OR FRAU	ID. THIS BID IS TO BE MANUALLY SIGNED	IN INK
VENDOR PHONE NUMBER: TIT FAX NUMBER:	LE	DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF	BIDDER OR PRINTED)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN
ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

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VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

- 4 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 5 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

6 DUTIES AND RESPONSIBILITIES INCLUDE CERTAINTY THAT ROUNDS ARE MADE EVERY 30 MINUTES. ROUNDS TO INCLUDE CHECKING THE OUTSIDE DOORS TO BE CERTAIN THEY ARE ALL SECURE, LIGHTING OF THE PERIMETER OF THE GROUNDS, CHECKING THE PARKING LOTS.

PAYING ATTENTION TO ANY INAPPROPRIATE BEHAVIOR AMONG CLIENTS AND REPORTING TO STAFF ANY CONCERNS.

SECURITY WILL BE HIGHLY VISIBLE BOTH INSIDE AND OUTSIDE THE PREMISES DURING THE TIME PERIODS LISTED BELOW. SECURITY TO BE INVOLVED IN DIRECTING AND BEING HELPFUL WHEN NEEDED AT SPECIFIED TIMES.

5:30 PM - 8:30 PM MON - WED GROUP 5:30 PM - 7:30 PM THUR GROUP

SECURITY WILL BE UNARMED, BUT MUST HAVE THE CAPABILITY TO RESTRAIN AN INDIVIDUAL FOR THE PROTECTION OF STAFF AND CLIENTS.

IN ADDITION TO THE ABOVE ROUTINE, IT IS EXPECTED THAT SECURITY WOULD BE AVIALABLE TO ESCORT STAFF TO AND FROM THEIR VEHICLES (5:30 PM TO 8:30 PM)

IN ACCORDANCE WITH LA. REVISED STATUTES 47:3270-3298, ALL BIDDERS ELIGIBLE FOR THIS AWARD MUST BE LICENSED WITH THE LA. STATE BOARD OF PRIVATE SECURITY EXAMINERS PRIOR TO THE AWARD. CONTACT THE BOARD AT 342-1584.

SERVICES PROVIDED 4 DAYS A WEEK IN THE FOLLOWING MANNER:

MONDAY 5:30 PM - 8:30 PM TUESDAY 5:30 PM - 8:30 PM WEDNESDAY 5:30 PM - 8:30 PM THURSDAY 5:30 PM - 7:30 PM

7 THE INTENT OF THESE SPECIFICATIONS IS TO PROVIDE FOR A COMPLETE SECURITY GUARD SERVICE CONTRACT.

GENERAL CONDITIONS

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ALL CONTRACTOR PERSONNEL ARE EXPECTED TO WORK IN A MANNER WHICH WILL MAINTAIN THE SECURITY AND BEST INTEREST OF DHH/OFFICE FOR ADDICTIVE DISORDERS-REGION 8, HEREAFTER REFERRED TO AS THE AGENCY. THE AGENCY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO DISMISS ANY EMPLOYEES DEEMED INCOMPETENT, CARELESS, INSUBORDINATE OR OTHERWISE OBJECTION-ABLE, OR ANY PERSON WHOSE ACTIONS ARE DEEMED TO BE CONTRACY TO PUBLIC INTEREST OR INCONSISTENT WITH THE BEST INTEREST OF THE AGENCY. THE CONTRACTOR AGREES THAT DURING THE TERM OF THIS CONTRACT, HE AND HIS EMPLOYEES WILL CONDUCT THEMSELVES IN A CAREFUL AND PRUDENT MANNER, AND HE WILL NOT PERMIT THE FACILITY PLACED AT HIS DISPOSAL TO BE USED FOR PURPOSES OTHER THAN THOSE SPECIFIED HEREIN.

CONTRACTOR QUALIFICATIONS

THE CONTRACTOR MUST BE AN ESTABLISHED BUSINESS HAVING AT LEAST THREE (3) YEARS' SATISFACTORY EXPERIENCE IN THE FULL TIME SECURITY GUARD SERVICES BUSINESS.

EACH BIDDER SHOULD ATTACH AN ORGANIZATION PROFILE OF THEIR COMPANY, HOWEVER, IT MUST BE SUBMITTED PRIOR TO AWARD. THIS DESCRIPTION IS TO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING INFORMATION:

- 1) THE YEAR THE COMPANY WAS FORMED.
- 2) TOTAL NUMBER OF YEARS OF COMPANY SECURITY EXPERIENCE.
- 3) TOTAL NUMBER OF SECURITY EMPLOYEES EMPLOYED WITH THE COMPANY.
- 4) TOTAL NUMBER OF BUSINESSES AND/OR COMPARABLE FACILITIES UNDER CONTRACT FOR SECURITY GUARD SERVICES.
- 5) TOTAL NUMBER OF SECURITY EMPLOYEES (FULL-TIME AND PART-TIME),
 AS WELL AS MANAGEMENT PERSONNEL, BIDDER INTENDS TO UTILIZE FOR
 ALL FACILITIES IN THIS CONTRACT.
- ALL FACILITIES IN THIS CONTRACT.

 6) COPY OF LICENSE ISSUED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS.

THE CONTRACTOR WILL PROCURE INSURANCE AS PER ATTACHED INSURANCE REQUIREMENTS, AND SHALL SHOW EVIDENCE OF SUCH INSURANCE IN THE FORM OF CERTIFICATE(S) OF INSURANCE PRIOR TO CONTRACT AWARD.

THE CONTRACTOR SHALL NOT ALLOW ANY PERSON THAT IS NOT ON THE CONTRACTOR'S PAYROLL IN THE FACILITY AT ANY TIME.

THE CONTRACTOR WILL HOLD AND SAVE THE AGENCY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM LIABILITY OF ANY NATURE OR KIND, INCLUDING COST AND EXPENSES FOR, OR ANY ACCOUNT OF, ANY LAW SUIT OR DAMAGES OF ANY CHARACTER WHATSOEVER RESULTING FROM INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY BY VIRTUE OF PERFORMANCE OF THIS CONTRACT BY THE CONTRACTOR OR ITS AGENTS.

THE CONTRACTOR IS TO CONTRACT FOR SERVICES AND EMPLOYMENT IN HIS FIRM'S NAME ONLY, AND WILL NOT IMPLICATE THE AGENCY DIRECTLY OR BY INFERENCE IN THESE TRANSACTIONS. THE CONTRACTOR IS TO BE IN ALL RESPECTS AN INDEPENDENT CONTRACTOR, AND NONE OF HIS EMPLOYEES IS TO BE REGARDED AS EMPLOYEES OF THE AGENCY.

THE CONTRACT IS NOT TO BE ASSIGNED OR TRANSFERRED BY THE CONTRACTOR TO ANY SUBCONTRACTOR OR ANY OTHER PARTY DURING THE TERM OF THE CONTRACT

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UNLESS APPROVAL IS RECEIVED BY THE OFFICE OF STATE PURCHASING.

AT THE OPTION OF THE STATE OF LOUISIANA, AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX MONTHS.

THE TERMS AND CONDITIONS OF THIS CONTRACT CANNOT BE CHANGED, ALTERED, OR MODIFIED IN ANY WAY WITHOUT THE ADVANCE WRITTEN APPROVAL FROM THE OFFICE OF STATE PURCHASING. IF, BECAUSE OF REASONS BEYOND THE CONTROL OF THE AGENCY (E.G. FIRE), BUSINESS OPERATION IN ANY OR ALL OF THE FACILITIES IS INTERRUPTED OR STOPPED, THE AGENCY SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT UPON TEN (10) DAYS' CERTIFIED WRITTEN NOTICE WITHOUT ANY PENALTY THEREOF.

THE CONTRACTOR SHALL PURCHASE ALL LICENSES NECESSARY FOR THE CONDUCT OF THESE OPERATIONS AND PAY ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES.

SECURITY GUARD QUALIFICATIONS

THE CONTRACTOR MUST PROVIDE SECURITY GUARDS THAT MEET ALL OF THE FOLLOWING MINIMUM QUALIFICATIONS. THE AGENCY RESERVES THE RIGHT TO INTERVIEW AND ACCEPT OR REJECT ANY SECURITY GUARD(S) PRIOR TO BEING ASSIGNED BY THE CONTRACTOR.

UNARMED

THE SECURITY GUARD MUST BE AT LEAST 18 YEARS OF AGE IF REGISTERED UNARMED, OR IF REGISTERED TO CARRY A BATON.

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 47:3270-3298, ALL BIDDERS ELIGIBLE FOR AWARD MUST BE LICENSED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS PRIOR TO AWARD. CONTACT THE BOARD AT (225) 272-2310.

THE AGENCY HAS A RIGHT TO VERIFY WITH THE STATE BOARD OF PRIVATE SECURITY EXAMINERS THAT THE CONTRACTOR'S GUARDS ARE REGISTERED AND HAVE PROPER TRAINING. IF THE BOARD FINDS THE GUARDS ARE NOT REGISTERED AND TRAINED PROPERLY, THE CONTRACT MAY BE CANCELLED.

SECURITY OFFICERS SHALL HAVE IN POSSESSION AT ALL TIME WHEN ON DUTY REGISTRATION CARDS ISSUED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS.

SECURITY PERSONNEL

IT IS DESIRABLE THAT SECURITY OFFICERS HAVE A MINIMUM OF THREE (3) YEARS' EXPERIENCE IN SECURITY SERVICE; HOWEVER, ALL OFFICERS MUST HAVE A MINIMUM OF ONE (1) YEAR EXPERIENCE. IN ALL CASES, THE AGENCY EXPECTS THE CONTRACTOR TO ASSIGN ITS BEST-QUALIFIED AND PERFORMING PERSONNEL TO THIS CONTRACT. THE AGENCY SHALL ASSUME THAT POORLY QUALIFIED AND POORLY PERFORMING PERSONNEL ARE FAILURES OF THE CONTRACTOR TO PERFORM ADEQUATELY.

SECURITY OFFICERS SHALL WEAR APPROPRIATE UNIFORMS THAT HAVE BEEN

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APPROVED BY LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS AND THAT ARE CLEAN, PRESSED AND WELL-MAINTAINED. THE CONTRACTOR MUST ASSIST HIS PERSONNEL TO ASSURE PROPER ALTERATIONS, UNIFORM BELTS, AND TYPE SHOES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING A MINIMUM OF TWO COMPLETE SEASONAL UNIFORMS, WHICH ARE WELL-MAINTAINED, AND WITHOUT RIPS AND FRAYS AT NO ADDITIONAL EXPENSE TO THE STATE. THE STATE WILL NOT GET INVOLVED IN ISSUES REGARDING COST/PAYMENT OF UNIFORMS, BELTS, ETC. FOR GUARDS. SECURITY OFFICERS WILL NOT APPEAR ON POSITION IN A COMBINATION OF UNIFORM AND CIVILIAN CLOTHING, WITH TORN OR FRAYED UNIFORMS, OR WITH HEMS OUT OF TROUSERS.

SCREENING REQUIREMENTS:

AGENCY HAS A RIGHT TO REQUEST DRUG TESTING AT NO ADDITIONAL COST TO THE STATE FOR ALL GUARDS BY A CERTIFIED LABORATORY ACCORDING TO SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) GUIDELINES. THE REPORT SHALL IDENTIFY DRUGS/METABOLITES TESTED FOR, WHETHER POSITIVE OR NEGATIVE. THE REPORT SHALL ALSO INDICATE THE DATE AND TIME OF SPECIMEN COLLECTION, THE DATE RECEIVED BY THE LABORATORY, AND THE DATE AND TIME REPORTED.

THE AGENCY RESERVES THE RIGHT TO REQUEST ADDITIONAL DRUG SCREENS FOR SECURITY GUARDS FOR REASONABLE CAUSE. ANY SECURITY GUARD WHO TEST POSITIVE ON ANY DRUG SCREENS SHALL BE IMMEDIATELY DISMISSED.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO REQUEST THAT THE CONTRACTOR PROVIDE THE OFFICE OF STATE PURCHASING EMPLOYEE DRUG TESTING RESULTS @ NO EXTRA COST TO THE STATE.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SATISFACTORY STANDARDS OF EMPLOYEE COMPETENCY, CONDUCT, APPEARANCE, AND INTEGRITY, AND SHALL BE RESPONSIBLE FOR TAKING SUCH DISCIPLINARY ACTION WITH RESPECT TO HIS EMPLOYEES AS MAY BE NECESSARY.

REPORTING REQUIREMENTS:

THE CONTRACTOR MUST SUBMIT MONTHLY SHIFT REPORT/TIME SHEETS TO THE AGENCY. THE CONTRACTOR MUST MAINTAIN COMPLETE AND ACCURATE RECORDS TO SUBSTANTIATE SERVICES PROVIDED TO THE AGENCY. THE CONTRACTOR'S RECORDS MUST DOCUMENT A) NAME OF SECURITY GUARD PROVIDING SERVICE, B) DATE SERVICE PROVIDED, AND C) TIME/SHIFT SERVICE WAS PROVIDED.

A. THE AGENCY RESERVES THE RIGHT TO REQUEST ADDITIONAL REPORTS, WHICH CONTAIN DOCUMENTED PROOF OF WHICH THE REQUIREMENTS AS STATED HEREIN BEING COMPLIED WITH.

ON A PERIODIC BASIS, AND/OR AT THE REQUEST OF THE AGENCY, THE CONTRACTOR SHALL CONDUCT AN EXAMINATION AND REVIEW OF THE SECURITY GUARD'S PERFORMANCE WHILE ON DUTY. A WRITTEN REPORT SHALL BE SUBMITTED TO THE AGENCY AND SHALL CONTAIN THE FOLLOWING INFORMATION REGARDING THE EXAMINATION AND REVIEW: A) FINDINGS OF COMPLIANCE INSPECTIONS, B) DOCUMENTED INFORMATION, SUCH AS THE DATE, C) SECURITY GUARD'S NAME, AND D) COMMENTS REGARDING THE SECURITY GUARD'S PERFORMANCE.

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STAFFING STANDARDS

THE CONTRACTOR SHALL HAVE A PAGING DEVICE OR ANSWERING SERVICE NUMBER SO THAT HE/SHE MAY BE CONTACTED BY THE AGENCY CONTACT 24 HOURS PER DAY BY TELEPHONE OR PAGER. ALL CALLS MUST BE RETURNED WITHIN A TWO HOUR PERIOD.

ANY CHANGE IN TELEPHONE/BEEPER NUMBERS MUST BE MADE AVAILABLE TO THE AGENCY, AS WELL AS STATE PURCHASING, WITHIN A TWENTY-FOUR (24) HOUR PERIOD.

ABSENTEEISM - THE CONTRACTOR SHALL PROVIDE RELIEF PERSONNEL AS NECESSARY TO ENSURE THAT EACH ASSIGNMENT IS PERFORMED DAILY PER CONTRACT SPECIFICATIONS, REGARDLESS OF EMPLOYEE ABSENTEEISM.

CORRESPONDENCE

THE CONTRACTOR OR HIS DESIGNEE SHALL RESPOND TO ALL INQUIRIES, COMPLAINTS, AND OTHER WRITTEN CORRESPONDENCE FROM AGENCY PERSONNEL WITHIN A 7-DAY PERIOD. CORRESPONDENCE SHALL BE ON THE CONTRACTOR'S OFFICIAL STATIONERY.

CERTIFIED PAYROLL RECORDS

UPON REQUEST IN WRITING BY THE AGENCY, THE CONTRACTOR SHALL WITHIN FIVE (5) WORKING DAYS FURNISH A CERTIFIED COPY OF THE LATEST PAYROLL PERIOD PRIOR TO THE DATE OF SAID REQUEST. THIS RECORD SHALL REFLECT PAYMENTS FOR ALL CONTRACTOR'S EMPLOYEES WORKING UNDER THIS CONTRACT DURING THE PAYROLL PERIOD. THE STATE MAY REQUEST COPIES OF ANY OR ALL SUCH PAYROLLS DURING THE LIFE OF THIS CONTRACT.

BASIS AND METHOD FOR DEDUCTIONS FOR UNSATIFACTORY DAILY PERFORMANCE.

IF SERVICES ARE NOT IN CONFORMITY, OR NOT PERFORMED WITH THE REQUIRE-MENTS OF THE CONTRACT, THE AGENCY SHALL USE THE FOLLOWING GUIDELINES IN ADJUSTING THE CONTRACTOR'S INVOICE: START UP TIME NOT TO EXCEED A ONE-WEEK PERIOD.

FIRST OCCURRENCE - VERBAL WARNING. REQUIRE THE CONTRACTOR TO IMMEDIATELY PERFORM THE SERVICES IN ACCORDANCE WITH THE CONTRACT.

SECOND OCCURRENCE - WRITTEN DOCUMENTATION NOTICE FROM THE AGENCY TO THE CONTRACTOR.

THIRD OCCURRENCE - WRITTEN DOCUMENTATION AND DEDUCTION OF $1/60\mathrm{TH}$ OF MONTHLY INVOICE AMOUNT FOR EACH JOB INCOMPLETE OR NOT IN CONFORMITY.

FOURTH OCCURRENCE - WRITTEN DOCUMENTATION AND DEDUCTION OF 1/30TH OF MONTHLY INVOICE AMOUNT FOR EACH JOB INCOMPLETE OR NOT IN CONFORMITY.

NOTE: ON ALL WRITTEN NOTICES, STATE PURCHASING SHALL NOTIFY CONTRACTOR OF REPORTED PERFORMANCE ISSUE(S) SUBMITTED BY AGENCY. CONTRACTOR HAS SEVEN (7) DAYS, FROM THE DATE OF NOTICE, TO RESPOND TO THE REPORTED PERFORMANCE ISSUE(S), IN WRITING TO STATE

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PURCHASING. CONTRACTOR'S FAILURE TO RESPOND TO AGENCY'S INITIAL NOTICE OF DEFICIENCIES IN PERFORMANCE OR FAILURE TO RESPOND TO STATE PURCHASING NOTICE OF PERFORMANCE ISSUES WITHIN THE REQUIRED NUMBER OF DAYS SPECIFIED IN EACH NOTICE, MAY CONSTITUTE GROUNDS FOR CONTRACT TERMINATION.

THE AGENCY CONTACT SHALL REVIEW INVOICE(S) AND ANY REDUCTIONS MUST BE APPROVED BY STATE PURCHASING PRIOR TO ANY WITHHOLDINGS OF PAYMENT(S). SHOULD THE CONTRACTOR'S INVOICE NOT INCLUDE ANY/ALL NECESSARY REDUCTIONS, THE INVOICE SHALL BE REDUCED BY THE AMOUNT OF THE NON-INCLUDED REDUCTIONS AND PROCESSED FOR PAYMENT. THE CONTRACTOR SHALL BE NOTIFIED OF THE REDUCTION(S) MADE WITH COPIES OF DOCUMENTATION SUPPORTING THOSE REDUCTIONS. AGENCY WILL NOTIFY STATE PURCHASING ONCE A CHRONIC OR NON-REMEDIED ISSUE IS RECOGNIZED. THE AGENCY SHALL SUBMIT TO PURCHASING WRITTEN DOCUMENTATION OF NON-PERFORMANCE ISSUES AND ANY ATTEMPTS MADE BY AGENCY OR CONTRACTOR TO RESOLVE THE PERFORMANCE ISSUE(S). COPIES OF ALL SUPPORTING DOCUMENTATION MUST ALWAYS BE FORWARDED TO STATE PURCHASING.

ALSO, IF THE CONTRACTOR RECEIVED TWO (2) OR MORE REDUCTIONS, WITHIN ANY THIRTY (30) WORK DAY PERIOD, OR A TOTAL OF FIFTEEN(15) REDUCTIONS DURING A TWELVE (12) MONTH PERIOD, THE CONTRACT MAY BE AUTOMATICALLY TERMINATED FOR DEFAULT.

8 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

9 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYEE'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

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PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

AUTO LIABILITY: PROOF MAY BE REQUIRED. THIS WILL DEPEND ON THE CONTRACT TYPE. MUST BE PROVIDED WITHIN 5 DAYS OF REQUEST.

- 10 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.
- 11 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 12 IT SHALL BE DISTINCTLY AGREED AND UNDERSTOOD THAT THE PRICE QUOTED MUST BE A FIRM PRICE, AND NOT BE SUBJECT TO CHANGE AT TIME OF SHIPMENT.
- 13 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

PRICE S	HEET	INVITATION	ON TO B	ID		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: DHH-OFFICE FOR ADDICTIVE DISORDERS REGION VIII OAD DRUG COURT 2513 FERRAND STREET MONROE, LA 71201					
00001	COMMODITY CODE: 990-46-000000	1000	HOUR			
	SECURITY GUARD SERVICE FOR THE ABOVE FACILITY. CONTRACT DATE: JULY 01, 2010 THROUGH JUNE 30, 2011 IN ACCORDANCE WITH SPECIAL CONDITIONS AND SCHEDULE AS STATED IN THE ORIGINAL CONTRACT. SERVICE TO CONSIST OF ONE (1) UNARMED UNIFORMED GUARD AND WILL INVOLVE APPROXIMATELY 11 HOURS PER WEEK.					